

John H. Lovell, SBN 12609300  
[john@lovell-law.net](mailto:john@lovell-law.net)  
LOVELL ISERN & FARABOUGH, LLP  
112 SW 8<sup>th</sup> Avenue, Suite 1000  
Amarillo, Texas 79101-2314  
Phone: (806) 373-1515  
Fax: (806) 379-7176

--and--

Matthew S. Merriott, SNB 24100846  
[mmerriott@mhba.com](mailto:mmerriott@mhba.com)  
MULLIN HOARD & BROWN, L.L.P.  
500 South Taylor, Suite 800  
P.O. Box 31656  
Amarillo, Texas 79120-1656  
Telephone: (806) 372-5050  
Facsimile: (806) 372-5086

*Attorneys for First Bank & Trust, a  
division of UMB Bank n.a., successor  
by merger to HTLF Bank.*

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION

In re: McClain Feed Yard, Inc., et al,

Debtors.

§  
§ Case No. 23-20084-swe7  
§ Jointly Administered

In re: 2B Farms, a Texas General Partnership, et al,

Debtors.

§  
§ Case No. 23-50096-swe12  
§ Jointly Administered

AgTexas Farm Credit Services, AgTexas PCA, and  
Thorlakson Diamond T Feeders, LP,

Plaintiffs,

Edward Dufurrena, et al,

Intervenor-Plaintiffs,

v.

§  
§ Adversary No. 24-02007-swe  
§ Consolidated Adversary Proceeding

Rabo AgriFinance, LLC, et al,

## Defendants

HTLF Bank, as successor to First Bank & Trust,

Plaintiff, Counter-Defendant, and  
Cross-Claim Defendant,

V.

2B Farms, a Texas General Partnership,  
Terry M. Robinson, and Rebecca A. Robinson,

Defendants, Counterclaim-Plaintiffs,  
Third-Party Counterclaim Defendants,

V.

Rabo AgriFinance, LLC and Mechanics Bank,

Third-Party Defendants and, as to Rabo AgriFinance, LLC only, Third-Party Counterclaim Plaintiff and Cross-Claim Plaintiff.

HTLF Bank, as successor to First Bank &amp; Trust,

Plaintiff and Counter-Defendant,

V.

2B Farms, a Texas General Partnership,  
Terry M. Robinson, and Angela Robinson,

## Defendants and Counter-Plaintiffs<sup>1</sup>

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

Adversary No. 24-02007-swe  
Consolidated Adversary Proceeding

<sup>1</sup> These claims were originally pending as Adversary No. 23-05003-rlj but were previously consolidated under Adversary No. 23-05002-rlj.

**HTLF’S RESPONSE TO PLAINTIFFS’ AND INTERVENOR-PLAINTIFFS’  
EMERGENCY MOTION TO EXTEND DEADLINES TO RESPOND TO CERTAIN  
MOTIONS TO DISMISS AND TO CONTINUE ALL HEARINGS ON SAME**

TO THE HONORABLE JUDGE EVERETT:

Because Plaintiffs and Intervenor have already filed their Response to HTLF’s Motion to Dismiss (the “Response”) [Doc. 143], only their motion to continue hearings is applicable to HTLF.

The hearing on HTLF’s motion to dismiss should not be continued because of the substantial overlap with the Trustee’s Motion to Intervene and Motion to Enforce the Automatic Stay (the “Trustee’s Motion”) [Doc. 140].

In their Response, Plaintiffs and Intervenor base all of their claims against HTLF on the alleged check kite operated by the Debtors between the Debtors’ own bank (Mechanics) and their customer’s bank (HTLF). [Doc. 143, at *e.g.*, ¶¶ 8, 13, 26, 29, 42]

Plaintiffs and Intervenor argue that this check kite damaged them because it created overdrafts in the Debtors’ accounts that the Debtors cured these overdrafts by collecting funds from Plaintiffs and Intervenor (among others). [Doc. 143 ¶ 8]

Plaintiffs and Intervenor’s Response implicates the same issues of claim ownership raised by the Trustee’s Motion. While other issues are also raised by HTLF’s Motion, Counsel for HTLF anticipates that the majority of the time spent on HTLF’s Motion will be on these same issues. The Motion to Continue should therefore be denied, at least as to HTLF’s Motion.

Alternatively, HTLF’s Motion should at least be heard as to the issue of whether Plaintiffs and Intervenor’s damages and claims arising from the alleged check kite are their own damages and claims or belong to the Trustee.

**PRAYER**

For each of these reasons, HTLF respectfully requests that the Court deny Plaintiffs and Intervenor's Motion to Continue Hearings, at least as to HTLF's Motion to Dismiss.

Dated this 10th day of June 2025.

Respectfully submitted,

**LOVELL ISERN & FARABOUGH, LLP**

John H. Lovell, SBN 12609300  
112 SW 8<sup>th</sup> Avenue, Suite 1000  
Amarillo, Texas 79101-2314  
Phone: (806) 373-1515  
Fax: (806) 379-7176  
Email: [john@lovell-law.net](mailto:john@lovell-law.net)

**MULLIN HOARD & BROWN, L.L.P.**

Matthew S. Merriott, SBN 24100846  
500 South Taylor, Suite 800  
P.O. Box 31656  
Amarillo, Texas 79120-1656  
Telephone: (806) 372-5050  
Facsimile: (806) 372-5086  
Email: [mmerriott@mhba.com](mailto:mmerriott@mhba.com)

By: /s/ Matthew S. Merriott  
Matthew S. Merriott

*Attorneys for HTLF Bank, as Successor to  
First Bank & Trust*

**CERTIFICATE OF SERVICE**

I hereby certify that, on this 10th day of June 2025, I electronically filed the foregoing document with the Northern District of Texas through its filing system through and that a true and correct copy was served on the parties listed through the electronic case filing system by email as registered with the electronic case filing system:

/s/ Matthew S. Merriott  
Matthew S. Merriott